9-Sep-2021 11:10 Fax	18435359561 p.2 >
STATE OF SOUTH CAROLINA	18435359561 p.2 303423 CC BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAPOLINA
	BEFORE THE
(Caption of Case)) PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
Example: Application for a Class C Charter Certificate from John Doe dba Doe's Limo	OF SOUTH CAROLINA TRANSPORTATION COVER SHEET OF SOUTH CAROLINA ROPROCESS NUMBER: 2021 - 325 - 7
Application for a Class E Household Goods	$\frac{1}{2}$ TRANSPORTATION COVER SHEET
Certificate from Tytan-Up Moving and Delivering	DOCKET OF THE OC
Services, LLC dba	NUMBER: $2021 - 325 - 7$
) If this is your first time filing an application with the PSC, you will be
	have a Docket Number. The Commission will assign one to you. If you
	have filed with the Commission before, a Docket Number was assisted and should be entered above.
(Please type or print) Submitted by: Preston Hearn c/o Johnston Law	_
Address: 9011 Chato Ct.	to be
Summerville, SC 29483	
Juninervine, Se 25465	
NOTE: The cover sheet and information contained herein neither repla-	ces nor supplements the filing and service of pleadings or other pare
as required by law. This form is required for use by the Public Service be filled out completely.	•
NATURE OF ACTION	N (Check all that apply)
Application - Class A/A Restricted	D Request for News Change or Cartificate
	Dogwood for Norwy Change on Contificate
Application - Class A/A Restricted	Request for Name Change on Certificate Request to Amend Scope of Authority
Application - Class A/A Restricted Application - Class C Taxi ECEIVET	Request for Name Change on Certificate Request to Amend Scope of Authority Request to Amend Tariff (rate increase, etc.) Request to Amend Passenger Limit
Application - Class A/A Restricted Application - Class C Taxi Application - Class C Charter OCT 1 9 2021	Request for Name Change on Certificate Request to Amend Scope of Authority Request to Amend Tariff (rate increase, etc.) Request to Amend Passenger Limit
Application - Class A/A Restricted Application - Class C Taxi Application - Class C Charter Application - Class C Charter Bus Application - Class C Non-Emergency PSC SC	Request for Name Change on Certificate Request to Amend Scope of Authority Request to Amend Tariff (rate increase, etc.) Request to Amend Passenger Limit Request Request
Application - Class A/A Restricted Application - Class C Taxi Application - Class C Charter Application - Class C Charter Bus Application - Class C Non-Emergency PSC SC MAIL / DMS	Request for Name Change on Certificate Request to Amend Scope of Authority Request to Amend Tariff (rate increase, etc.) Request to Amend Passenger Limit Request Request
Application - Class A/A Restricted Application - Class C Taxi Application - Class C Charter Application - Class C Charter Bus Application - Class C Non-Emergency Application - Class C Stretcher Van Application - Class C Stretcher Van	Request for Name Change on Certificate Request to Amend Scope of Authority Request to Amend Tariff (rate increase, etc.) Request to Amend Passenger Limit Request Request
Application - Class A/A Restricted Application - Class C Taxi Application - Class C Charter Application - Class C Charter Bus Application - Class C Non-Emergency Application - Class C Stretcher Van Application - Class E Household Goods	Request for Name Change on Certificate Request to Amend Scope of Authority Request to Amend Tariff (rate increase, etc.) Request to Amend Passenger Limit Request Exhibit Late-Filed Exhibit
Application - Class A/A Restricted Application - Class C Taxi Application - Class C Charter Application - Class C Charter Bus Application - Class C Non-Emergency Application - Class C Stretcher Van Application - Class E Household Goods Application - Class E Hazardous Waste	Request for Name Change on Certificate Request to Amend Scope of Authority Request to Amend Tariff (rate increase, etc.) Request to Amend Passenger Limit Request Exhibit Late-Filed Exhibit Letter
Application - Class A/A Restricted Application - Class C Taxi Application - Class C Charter Application - Class C Charter Bus Application - Class C Non-Emergency Application - Class C Stretcher Van Application - Class C Stretcher Van Application - Class E Household Goods Application - Class E Hazardous Waste Application Request for Extension to Comply with Order Request for Order Granting Authority to Obtain a Certificate	Request for Name Change on Certificate Request to Amend Scope of Authority Request to Amend Tariff (rate increase, etc.) Request to Amend Passenger Limit Request Exhibit Late-Filed Exhibit Letter Proposed Order
Application - Class A/A Restricted Application - Class C Taxi Application - Class C Charter Application - Class C Charter Bus Application - Class C Non-Emergency Application - Class C Stretcher Van Application - Class C Stretcher Van Application - Class E Household Goods Application - Class E Hazardous Waste Application Request for Extension to Comply with Order Request for Order Granting Authority to Obtain a Certificate of Public Convenience and Necessity to be Rescinded	Request for Name Change on Certificate Request to Amend Scope of Authority Request to Amend Tariff (rate increase, etc.) Request to Amend Passenger Limit Request Exhibit Late-Filed Exhibit Letter Proposed Order Publisher's Affidavit
Application - Class A/A Restricted Application - Class C Taxi Application - Class C Charter Application - Class C Charter Bus Application - Class C Non-Emergency Application - Class C Stretcher Van Application - Class C Stretcher Van Application - Class E Household Goods Application - Class E Hazardous Waste Application Request for Extension to Comply with Order Request for Order Granting Authority to Obtain a Certificate of Public Convenience and Necessity to be Rescinded Request for Cancellation of Certificate	Request for Name Change on Certificate Request to Amend Scope of Authority Request to Amend Tariff (rate increase, etc.) Request to Amend Passenger Limit Request Exhibit Late-Filed Exhibit Proposed Order Publisher's Affidavit Reservation Letter
Application - Class A/A Restricted Application - Class C Taxi Application - Class C Charter Application - Class C Charter Bus Application - Class C Non-Emergency Application - Class C Stretcher Van Application - Class C Stretcher Van Application - Class E Household Goods Application - Class E Hazardous Waste Application Request for Extension to Comply with Order Request for Order Granting Authority to Obtain a Certificate of Public Convenience and Necessity to be Rescinded	Request for Name Change on Certificate Request to Amend Scope of Authority Request to Amend Tariff (rate increase, etc.) Request to Amend Passenger Limit Request Exhibit Late-Filed Exhibit Letter Proposed Order Publisher's Affidavit Reservation Letter Response

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA 101 Executive Center Drive, Suite 100 Columbia, South Carolina 29210

-2ch-5851 11:18 tax		10133333301	ր. 5 ≥
			ACCEPTED
BUBLIC CEDVICE C	OMMISSION OF SOU	THE CADOLINIA	Ü
		-	. Ä
ioi Execu	tive Center Drive, Suite	: 100 10	Ü
Columb	ia, South Carolina 292	10	FC
DI (202) 20	C E 100 E 437. (902)	006 5100	Я
Phone: (803) 890	5-3100 FAA: (803)	1 890-5199	꿁
			õ
APPLICATION FOR CERTIFICATE OF PURIT	C CONVENIENCE AN	ID MECESSITY FOR OR	() ∏a∩ kottor ga
MOTOR	VEHICLE CARRIER	ID INECESSII I I OICOI	S COLLEGE
1110101	V DIHODD OF HOUDIN		Ž
Columb Phone: (803) 896 APPLICATION FOR CERTIFICATE OF PUBLICATION MOTOR Select Class: (Check one)	Date:	August 9, 2021	ი -
E (HHG) - Household Goods E (HAZ) - Hazardous Material IMPORTANT! If application is to amend scope of authors are lightly will be accounted. If application is for	Date.		2
⊠ E (HHG) - Household Goods			21
☐ E (HAZ) - Hazardous Material			0
			ctc
IMPORTANT! If application is to amend scope of an	thority a current annual	report must be on file with	the Commission
before application will be accepted. If application is for	a NEW CERTIFICATE.	do not submit annual report.	12
•	,		
			<u>:</u>
Check one:			7
New Application New Application			1:51 PM - SCPSC
			Ś
Amended Scope of Authority			Ŷ
Current Scope:	•)So
(list counties)			
Amended Scope: (list counties)			20
(not countres)			2021-325-
			ယ်
			ပို
1.			-
Name under which business is to be conducted (corpo	ng and Delivering Servi	ces, LLC	
Name under which business is to be conducted (corpo	ration, partnership, or sol	e proprietorship, with or with	nout trade name
			8
9011 Chato	Ct. Summerville, SC 2	9483	<u></u>
Street	Address of Applicant		69
Mailing Address of Ap	plicant (if different from	street address)	
843-810-1208			
Phone	<u> </u>	FAX	
4 00 mb 10 m	anddalisawaaaaa		
tytanur	oanddeliver@gmail.com Email Addr c ss		

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

_		CEPTED FOR PRODESSING
3.	Select Entity Type: (Check one)	Ĭ □
	Individual Owner/Sole Proprietorship	フロ
	Partnership - List names and address of all person having an interest in the business.	Ω Ω
	Corporation - List names and addresses of two principal officers. Patricia Richardson	D
		}
	Preston Hearn) の の
		Z O
	202	2024
4	Is applicant certified to provide intrastate transportation of household goods in another state: (Check one.) O Yes No	
	If yes, attach a letter from the regulatory agency in the state(s) stating applicant is in compliance with the rules and regulations of said state agency.	у У
5	Has applicant been convicted of operating with no intrastate household goods authority or failure to abide by the rules and regulations pertaining to the intrastate transportation of household goods in this state or any other state? (Check one.)	•
	O res	
	If yes, list dates and nature of convictions below.	3031 <u>.</u>
		<u>ک</u>
6.	Has applicant ever had a certificate authorizing the transportation of household goods revoked in this state or any other state? (Check one.) O Yes O No If yes, list dates and nature of revocations below.	Ė
	O Yes O No	い
	If yes, list dates and nature of revocations below.	λ SQ

18435359561

9-Sep-2021 11:11

Fax

9-Sep-2021

Sep-2021 11:11 1	Fax	18435359561	p.5 AC
Applicant is financial statement of assets an	*	vices as specified in this application and submits the	foilowing FD
	Fina	ncial Statement	
Applicant's assets and	l liabilities are as follows	:	FOR PROCE
As	sets:	Liabilities:	OCE
Value of Real Estate	o	Mortgage/Loan on Real Estate 0	SSI
Value of Motor Vehi	cles 3,500	Loans Owed on Motor Vehicles 0	9
Cash on Hand	o	Business/Other Loans Owed 0	2021
Cash in Bank	17,500	Other Liabilities or Debts 0	October
Value of Other Asset Equipment	s and 2,500	Total Liabilities 0	
Total Assets	23,500		1:51 PM
NSTRUCTIONS:			I - SCPSC
	tate" means the actual or esess Applying for a Certificat	timated market value of any real property/buildings owner.	- 2021
2. "Mortgage/Loan of the Real Estate li	on Real Estate" means the o sted in Item 1.	utstanding balance on any Mortgage, Equity Line or other	ı
2 "Value of Motor 1	Johiolas" manne the natural		

INSTRUCTIONS:

- the Real Estate listed in Item 1.
- 3. "Value of Motor Vehicles" means the actual or fair estimated value of any moving vans, trucks or other vehicles owned. by the Company/Business Applying for a Certificate.
- 4. "Loans Owed on Motor Vehicles" means the outstanding balance on any loans or liens on the vehicles listed in Item 3
- 5. "Cash on Hand" is the total of actual cash held by the Company/Business applying for a Certificate on the day this form is filled out.
- 6. "Business/Other Loans Owed" means the outstanding balance on any small business loan or other unsecured loan made by a person, bank or business to the Business/Company applying for a Certificate.
- 7. "Cash in Bank" means the current balance in checking accounts, savings accounts or the like in the name of the Company/Business applying for a Certificate. Do not include retirement accounts or personal bank account balances.
- 8. "Value of Other Assets and Equipment" should include the actual or estimated value of items such as office equipment (computers/furnishings), moving equipment (hand trucks/blankets/strapping), and trailers.
- 9. "Other Liabilities or Debts" means specific amounts/balances which the Company/Business applying for a Certificate knows that it owes to other persons or companies; for example Franchise Fees. This does NOT include regular bills such as electricity bills, security system costs, insurance, salaries, etc.

PROPOSED RATES AND CHARGES FOR SERVICE

Proposed Rates and Charges (List only maximum charges per mile or trip, and/or hourly rate):

Two Men & A Truck = \$95.00 per hour

Three Men & A Truck = \$130.00 per hour

Four Men & A Truck = \$165.00 per hour

Beaufort

Berkeley

Calhoun

Charleston

Dillon

Dorchester

Edgefield

Fairfield

COMMODITIES TO BE TRANSPORTED AND AREA(S) TO BE SERVED

Commodities to be	Transported: (Check or	ne)		
⊠ Household (Goods, as defined in R1	03-210(1)		
☐ Hazardous V	Vastes, as defined in R1	03-210(2)		
You will only be al	f Authority: Check all of the classification of the contract o	se counties checked be	low. You may request	——————————————————————————————————————
Abbeville	Cherokee	Florence	Lee	Saluda
Aiken	Chester	Georgetown	Lexington	Spartanburg
Allendale	Chesterfield	Greenville	Marion	Sumter
Anderson	Clarendon	Greenwood	Marlboro	Union
Bamberg	Colleton	Hampton	McCormick	Williamsburg
Barnwell	Darlington	Horry	Newberry	York

Jasper

Kershaw

Lancaster

Laurens

Oconee

Pickens

Richland

Orangeburg

⋉ Statewide

9-Sep-2021	11:12	Fax		18435359561	p.7
					СЕРТЕ
		DI	ESCRIPTION OF EQUIPMENT		Ü
You are no required to	t required have obta	l to own a vehicle ained a vehicle.	ESCRIPTION OF EQUIPMENT to file an application. However, prior to th VIN# 1FDWE35L55HB04861	e Commission hearing, you	OR PROCES
MAKE	YE	AR & MODEL	VIN#	EMPTY WEIGHT	J.; - BNIS
Ford		2005 Ford F 350	1FDWE35L55HB04861	8000 LBS	2021
					Octo
					ober
					12 1
	***************************************				.51 P
					≤ ≤ - (2)
					SCP
					SC -
	<u>-</u> .				2021
					-325
		······································			<u>+</u>
					age
					6 of
		- 1444			69
				· · · · · · · · · · · · · · · · · · ·	
	<u></u>				-

INSURANCE QUOTE

This form MUST BE COMPLET	'ED
---------------------------	-----

The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. THIS IS ONLY A QUOTE.

The following insurance quote is for: Tytan-Up Moving and Delivering Services, LLC Name of Applicant 9011 Chato Ct. Summerville, SC 29483 Address of Applicant **Amount of Premium: Limits Ouoted: (See Below)** \$1,000,000 / \$2,000,000 1,200 Liability Insurance Limits 800 \$100,000 Cargo Insurance Limits * Attach Certificate of Insurance if available. **Champion Dealer Services** Name of Insurance Company 10 Resolute Lane, Suite 201, Mt. Pleasant, SC 29464 Home Office Address of Company I, the Applicant, am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is

authorized by the South Carolina Department of Insurance to do business in South Carolina.

* Form E and Form H Certificates of Insurance are required to be filed with the Office of Regulatory Staff (ORS). The schedule of minimum limits for Household Goods carriers are listed below:

Vehicle liability for vehicles less than 10,000 lbs. GVWR	\$:	500,000
Vehicle liability for vehicles 10,000 lbs. or more GVWR	\$7	750,000
Cargo - For loss of or damage to property carried on any one motor vehicle	\$	2,500
For loss of or damage to or aggregate of losses or damages of or to property occurring at any one time and place	\$	5,000

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact the Department of Motor Vehicles at (803) 896-8457 or (803) 896-9903.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at www.wcc.state. sc.us/self-insurance.

Exhibit Fit, Willing, and Able (FWA)

ch-5051 11:12 14X			10133333301 p	, , AC
				CEP
	Exhibit Fit, Willing	g, and Able (FWA) .	ACCEPTÉD F
				FOR PROCESSING - 2021 October 12
	Tytan-Up Moving and	Delivering Ser	rvices, LLC	고 모
	14	ane		200
				ES:
				SIN
1. Does Applicant have a Sa	fety Rating from the U.S.E	D.O.T.?		(F)
O Yes	No	Pending	(Submit when received.)	021
If Yes, indicate rati	ng below and provide copy		(Submit When Issuervos.)	O _C
O Satisfactory	Conditional		nsatisfactory	tobe
				ř 12
2. Have any of Applicant's d	irivers or vehicles been pla	ced "out of ser	vice" by Transport Police safety officers	
the past twelve (12) mont	hs?		The of Lindspoint of the same	
O Yes	No			PM - SCPSC
				CP
3. Are there currently any or	utstanding judgment(s) aga	inst the Applic	ant?	
O Yes	● No	* *	·	202
If "Yes", list judgements i	here:			- 2021-32 <u>5-</u> I
				25 <u>-</u> I
				- P
A Te Applicant familian with	a all statutes and manufations	n including and	``````````````````````````````````````	Page
laws that govern for-hire	motor carrier operations in	s, including sai South Carolina	ety regulations and workers' compensati a, and does Applicant agree to operate	on 호
in compliance with these	statutes and regulations?			69
Yes	O No			
5. Is Applicant aware of the therewith? (The Insurance	Commission's insurance re Quote on Page 6 must be	equirements and completed, list	d the insurance premium costs associated ing current insurance premiums.)	i
⊙ Yes	O No			

Fax

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

101 EXECUTIVE CENTER DRIVE, SUITE 100

COLUMBIA, SOUTH CAROLINA 29210

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et.seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Volume 10, S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 2, S.C. Code Ann., 1976) and amendments thereto, and hereby promise Compliance therewith.

S.C. Code Ann. Section 58-3-250 states, in part, that every final order of the Commission must be served by electronic service, registered or certified mail, upon the parties to the proceeding or their attorneys.

Please check the applicable box:

The Applicant AGREES to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System. The Applicant authorizes the Commission to serve its orders by using the email address as it appears on page one of this Application. To sign up for eService notifications, please visit www.psc.sc. gov to create a My DMS account.

The Applicant DOES NOT AGREE to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System.

The Applicant believes that there is a need for its company's services in the proposed service area.

The Applicant understands that this completed Application serves as prefiled testimony for the Applicant for hearing purposes.

The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

Applicant's Signature

Title of Applicant (e.g. President, Owner, etc.)

STATE OF SOUTH CAROLINA

ORN TO BEFORE ME

Notary Public

Commission Expires

Notary Public

Commission Expires

Print Application

-Sep-2021	11:14	Fax		18435359561	p.12
Detach, c	omplete a	and re	mit AFTER your safety at	dit has been performed by State Transport Police.	CEPTED
		•		and Delivering Services, LLC plicant's Name	
			-	Certification	PR
			et to Safety Fitness Procedures	s of the Federal Motor Carrier Safety Regulations (FMCSR) a Safety Fitness Rating, you must certify as follows:	FOR PROCESSING
_	_			dicable U.S.D.O.T regulations relating to the safe operation of verifying that, as a minimum, it:	
	Has in plac the HM re			ible for ensuring overall compliance with the FMCSR and	021 C
2.	Can produ	ce a cop	y of the FMCSR and the HM		cto
4.	Is familiar	with th		nalifications and has in place a system for overseeing driver	- 2021 October 12
5.	Has in plac commercia	ce polic il motor	vehicles, including drivers' he	with FMCSR governing driving and operational safety of ours of service and vehicle inspection, repair, and	1:51
6.		pliance		e and Alcohol Use and Testing as stated in FMCSR (49 CFR	PM - SCPSC
				FMCSR and/or the HM regulations and upon completions, may have its certificate revoked.	n of \$C
			E APPROPRIATE RESPONS		- 2(
) Yes		O Not Applicable		2021-32
transport h	azardous n	naterial		cles (GVWR of 26,001 pounds or less) and do not rding under the HM regulations and are thus exempt from 7s:	5-T - Page 10
PLE			d will observe FMCSR genera E APPROPRIATE RESPONS • Not Applicable	al operational safety fitness guidelines. E BELOW:	10 of 69
information and author criminal vi schedules a	ized to file olations put and suppler	this appoints this appointmental the thick the	form or relating to this application. I know that willful are by imprisonment and fines a filings to this application).	perjury under the laws of the State of South Carolina, that all ation is true and correct. Further, I certify that I am qualified misstatements or omissions of material fact constitute as prescribed by law. (Note: This oath embraces all	1
This This	day.	AT AT	20 bl	Applicant's Signature	

18435359561

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

Tytan-Up Moving & Delivering Services, LLC, a limited liability company duly organized under the laws of the State of South Carolina on October 6th, 2020, with a duration that is at will, has as of this date filed all reports due this office, paid all fees. taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-809, and that the company has not filed articles of termination as of the date hereof.

> Given under my Hand and the Great Seal of the State of South Carolina this 8th day of September, 2021.

Filing ID: 201006-1459018

Filing Date: 10/06/2020

STATE OF SOUTH CAROLINA **SECRETARY OF STATE**

ARTICLES OF ORGANIZATION Limited Liability Company - Domestic

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to S.C. Code of Laws Section 33-44-202 and Section 33-44-203.

ı.	The name of the limited liability company (Company ending must be included in name*)
	Tytan-Up Moving & Delivering Services, LLC
	Make The same of the New York Habilities assessed and the full reduced and the district of the New York and the full reduced and the fu
	"Note: The name of the limited liability company must contain one of the following endings: "limited liability company" or "limited company" or the abbreviation "L.L.C.", "L.C.", "L.C.", "L.C.", or "Ltd. Co."
2.	The address of the initial designated office of the limited liability company in South Carolina is 9011 Chato Court
	(Street Address)
	Summerville, South Carolina 29483
	(City, State, Zip Code)
3 .	The initial agent for service of process is
	Patricia Richardson
	(Name)
	(Signature of Agent)
	And the street address in South Carolina for this initial agent for service of process is: 9011 Chato Court
	(Street Address)
	Summerville South Carolina 29483
	(City) (Zip Code)
١.	List the name and address of each organizer. Only one organizer is required, but you may have more than one.
a)	John C. Johnston, Esq.
	(Name) 361 N. Shelmore Blvd.
	(Street Address)
	Mount Pleasant , South Carolina 29464
	(City, State, Zip Code)

State. Specify any delayed effective date and time _

	Tytan-Up Moving & Delivering Services, LLC
	Name of Limited Liability Company
o)	
(Name)	
(Street Address)	
(City, State, Zip Code)	
Check this box only if the company term specified.	y is to be a term company. If the company is a term company, provide the
	it of the limited liability company is vested in a manager or managers. If this nagers, include the name and address of each initial manager.
3)	
(Name)	
(Street Address)	
(City, State, Zip Code)	
(b)	
(Name)	
(Street Address)	
(City, State, Zip Code)	
under Section 33-44-303(c). If one or mo	of the members of the company are to be liable for its debts and obligation ore members are so liable, specify which members, and for which debts, re liable in their capacity as members. This provision is optional and does
l Inless a delayed effective date is specifi	ied, these articles will be effective when endorsed for filing by the Secretary

Fax

10. Each organizer listed under number 4 must sign.

Tylan-Up Moving & Delivering Services, LLC Name of Limited Liability Company

9. Any other provisions not consistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement may be included on a separate attachment. Please make reference to this section if you include a separate attachment.

John C. Johnston, Esq. Signature of Organizer	 		
Date: 10/06/2020			
Signature of Organizer	 	 	
Date:			

FAX COVER SHEET

To: Public Service Commission: Clerk's

Office

From: Victoria Kurtz, Esq.

Company:

Date: September 09, 2021 11:08

Fax Number: 18038965199

Pages (Including cover): 16

Re: Tytan-Up Moving and Delivering Services, LLC Application

Notes:

Good Morning,

Attached hereto please find my client Tytan-Up Moving and Delivering Services, LLC's completed application for Class E Household Goods.

Thank you.

Victoria Kurtz, Esq. JOHNSTON LAW, LLC 843-535-9560 Victoria@JohnstonLawSC.com



Century Surety Company

550 POLARIS PARKWAY, SUITE 300 WESTERVILLE, OH 43082

A STOCK COMPANY

COMMERCIAL LINES POLICY

THIS POLICY JACKET WITH COMMON POLICY CONDITIONS, THE DECLARATIONS PAGE, COVERAGE PART(S), COVERAGE FORM(S) AND APPLICABLE FORMS AND ENDORSEMENTS COMPLETE THIS POLICY.



Century Surety Company
550 Polaris Parkway, Suite 300
Westerville, Ohio 43082
614-895-2000
www.centurysurety.com

COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

POLICY NO.: CCP 978393 NAMED INSURED AND ADDR Tytan-Up LLC				New CODE NO.:628 INSUREDS AGEN	NT:	
9011 Chato Ct				Champion Deale 10 Resolute Ln S		
Summerville	SC	29483		Mt Pleasant	SC 2946	4
POLICY PERIOD: From:07-15	5-2021 T	o:07-15-202	22 at 12:01 A.M. Standard			
Business Description: Moving (-	_	
O Individual O Joint Venture O PIN RETURN FOR THE PAYME WITH YOU TO PROVIDE THE THIS POLICY CONSISTS OF PREMIUM MAY BE SUBJECT	ENT OF INSUR THE FO	THE PREM ANCE AS S LLOWING	STATED IN THIS POLICY COVERAGE PARTS FOI	ALL THE TERM	S OF THIS POLICY,	, WE AGREE D. THIS
						PREMIUM
Commercial General Liability Cove	erage Pai	t				\$750.00
date of this p	policy ar	nd is not sub	earned as of the effective pject to return or refund.	то)TAL	\$750.00
Service of Suit (if form CCP 20			/ be made upon:			
	450 Ta	ımpa	FL 33607			
Form(s) and Endorsement(s) m			olicy at time of issue*: ule of Forms, CIL 15 00b	02.02		9
*Omits applicable Forms and Endorser			•			
Any person who, with intent to defraud deceptive statement is guilty of insuran COMPANY REPRESENTATIVE	or knowin nce fraud. E:	g that he is fac			ation or files a claim contai	ning false or
Maximum Independent Brokera 3000 Bayport Drive	age, LLC	;	Countersigned			
Suite 450 Tampa	FL 3	2607		Aut	horized Representati	ve
rampa	FL 3	3007	(08/22/2021	BS	
IN WITNESS WHEREOF, this Compart Agent of this Company at the Agency h	-		Little Melets		ays km.	rus
			Secretary		President	

Policy Number: CCP 978393 CIL 15 00b 02 02

SCHEDULE OF FORMS AND ENDORSEMENTS

(other than applicable forms and endorsements shown elsewhere in the policy)

Forms and Endorsements applying to the Coverage Parts listed below and made a part of this policy at time of issue:

Form/ Endt. #		Edition Date	Title Total # of Forms Selected: 30
Forms A	pplicable	to this Cove	erage part - INTERLINE-ALL COVERAGE PARTS
CCP	2010	05 08	Service of Suit Clause
CIL	0003	02 20	Calculation of Premium
CIL	1500B	02 02	Schedule of Forms and Endorsements
CSCP	1000	05 19	Century Surety Company Commercial Lines Policy Jacket
CSCP	1001	09 20	Century Surety Company Commercial Lines Policy Common Policy Declarations
IL	0017	11 98	Common Policy Conditions
IL	P001	01 04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
PNCC	0001a	04 20	Policyholder Notice Claims Reporting
PRIV	0001	05 19	Privacy Statement
TRIA	0001	09 20	Policyholder Disclosure Notice of Terrorism Insurance Coverage

10 Forms

Forms Applicable to this Coverage part - GENERAL LIABILITY

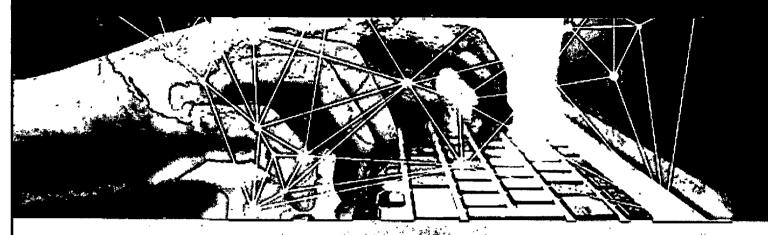
CG	0001	04 13	Commercial General Liability Coverage Form
CG	2107	05 14	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included
CG	2147	12 07	Employment-Related Practices Exclusion
CG	2165	12 04	Total Pollution Exclusion With A Building Heating , Cooling and Dehumidifying Equipment Exception and A Hostile Fire Exception
CG	2176	01 15	Exclusion of Punitive Damages Related to Certified Act of Terrorism
CG	2184	01 15	Exclusion of Certified Nuclear, Biological, Chemical or Radiological Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism
CG	2196	03 05	Silica or Silica-Related Dust Exclusion
CG	2404	05 09	Waiver of Transfer of Rights of Recovery Against Others to Us
CGL	0300	03 15	Deductible - Liability Insurance
CGL	1500	04 07	Century Surety Company Commercial General Liability Coverage Part Declarations
CGL	1605	03 16	Exclusion - Appliance Installation or Connection Operations
CGL	1632	02 20	Limitation - Products-Completed Operations Hazard - Works of Art
CGL	1701	09 17	Special Exclusions and Limitations Endorsement
CGL	1702	11 00	Action Over Exclusion
CGL	1711b	12 17	Classification Limitation Endorsement
CGL	1723	08 20	Exclusion - Dogs
CGL	1728	03 16	Limitation - Contractual Liability
CGL	1793	10 19	Exclusion - Aircraft, Auto or Watercraft
CIL	0249	07 19	South Carolina Changes - Cancellation and Nonrenewal
IL	0021	09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)

20 Forms

CIL 15 00b 02 02 Page 2 of 2



CLAIMS REPORTING



We offer FOUR convenient ways to report a claim

- 1) Online Visit: www.centurysurety.com Click on Report a Claim
- 2) Email Send claim information to: newclaim@centurysurety.com
- 3) Phone Call our Service Center at: (800) 825-9489
- 4) Fax Fax claim information to: (614) 895-7040

griffichem evew bresteine adeine ever Unefrevroe

Simply go to
www.centurysurety.com
and click on
Report A Claim

Online reporting can accelerate the claims process leading to a faster resolution for you.

ır 12 1:51 ÞM - SCPSC - 2021-325-T - Page 20 of 69

CCP 2010 0508

SERVICE OF SUIT CLAUSE

This endorsement modifies insurance provided by the policy to which this form is attached.

It is agreed that in the event of the failure by us to pay any amount claimed to be due hereunder, we will, at your request, submit to the jurisdiction of a court of competent jurisdiction within the United States of America. Nothing in this clause constitutes or should be understood to constitute a waiver of our rights to commence an action in a court of competent jurisdiction in the United States of America, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States of America or of any state in the United States of America. In any such suit against us, we will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon the person or organization shown in the Policy Declarations or upon us at the address shown in the policy jacket.

The above named are authorized and directed to accept service of process on behalf of us in any such suit and/or upon your request to give a written undertaking to you that we will enter a general appearance upon our behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory, or district of the United States of America, which makes provision therefore, we hereby designate the Superintendent, Commissioner, or Directors of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on your behalf or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

CCP 20 10 0508 Page 1 of 1

CIL 00 03 0220

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART COMMERCIAL AUTOMOBILE COVERAGE PART COMMERCIAL EXCESS LIABILITY COVERAGE FORM COMMERCIAL GENERAL LIABILITY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM COMMERCIAL PROPERTY COVERAGE PART CONTRACTORS' POLLUTION LIABILITY COVERAGE FORM CRIME AND FIDELITY COVERAGE PART EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART **ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM EQUIPMENT BREAKDOWN COVERAGE PART** FARM COVERAGE PART LIQUOR LIABILITY COVERAGE PART MEDICAL PROFESSIONAL LIABILITY COVERAGE PART OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

COMMON POLICY CONDITIONS

All Coverage parts included in this policy are subject to the following conditions.

A. Cancellation

- 1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advanced written notice of cancellation.
- We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - **b.** 30 days before the effective date of cancellation if we cancel for any other reason.
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

- 1. We have the right to:
 - Make inspections and surveys at any time;

- **b.** Give you reports on the conditions we find; and
- c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - **b.** Comply with laws, regulations, codes or standards.
- 3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate services or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

- 1. Is responsible for the payment of all premiums; and
- 2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

IL P 001 0104

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers:

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

Privacy Statement

In applying for insurance products and services with AmeriTrust Group, Inc. subsidiaries, you may have provided us with non-public personal information. Additionally, we may seek additional information, such as your creditworthiness or credit history, from third party reporting agencies. This information allows us to provide you with the best products and customer service. Keeping your personal information private and secure, whether learned directly from you or a third-party reporting agency, is our priority.

The categories of non-public personal and financial information that we collect may include your name, address, social security or employer identification number, assets, income, date of birth, motor vehicle driving information and other information that is appropriate or necessary to provide you with the insurance products and services that you request.

We do not disclose any non-public personal or financial information about you, unless permitted or required by law or with your consent.

We may have shared this information with affiliated parties as permitted by law. We refer to and use that information to issue and service your insurance policies, provide insurance services or administer claims. We restrict access to your non-public personal and financial information to those employees who need the information to provide you with products or services.

We maintain physical, electronic and procedural safeguards to protect your non-public personal and financial information. These safeguards comply with federal and state regulations.

If you contact us at our website, https://www.ameritrustgroup.com, we do not use "cookies", which many organizations use to track visitors' actions on their websites. Cookies are a general mechanism that can store and retrieve information on your computer.

We value the relationship that we have established with current and former customers. Should you have any comments or questions regarding our Privacy Policy, please contact us at 800-482-2726.

This Privacy Policy applies to the following companies: (1) AmeriTrust Group, Inc.'s insurance company subsidiaries (Star Insurance Company, Ameritrust Insurance Corporation, Williamsburg National Insurance Company, ProCentury Insurance Company, and Century Surety Company); (2) Crest Financial Corporation's subsidiaries; and (3) Meadowbrook, Inc.'s subsidiaries.

PRIV 0001 0519 PAGE 1 OF 1

NOTE TO AGENT:

It is required by federal law that you provide this document to the insured.

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

However, if the aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorism acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro-rata allocation in accordance with the procedures established by the Secretary of the Treasury.

The portion of your annual premium that is attributable to coverage for acts of terrorism is as shown below. This premium does not include any charges for the portion of losses covered by the United States government under the Act.

Total	\$ 0
	\$
Garage/Auto Dealers	\$ Excluded
General Liability	\$ 0
Crime	\$ Excluded
Inland Marine	\$
Property	\$

Name of Insurer: Century Surety Company

Policy Number: CCP 978393

Century Surety Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No: CCP 978393 Effective Date: 07/15/2021 12:01 A.M. Standard Time NAMED INSURED: Tytan-Up LLC LIMITS OF INSURANCE: General Aggregate Limit (Other than Product-Completed Operations) 2,000,000 **Products-Completed Operations Aggregate Limit** \$Included in the General Aggregate Personal and Advertising Injury Limit 1.000.000 Each Occurrence Limit \$ 1,000,000 Damage to Premises Rented to You Any one Fire/ \$ 100,000 Occurrence Medical Expense Limit Any one Person \$ 5.000 RETROACTIVE DATE: (CG 00 02, CGL 0002, CGL 1551 or CGL 1553) Coverage A and B of this insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", personal injury" or "advertising injury" which occurs before the retroactive date shown here: N/A **DEDUCTIBLE:** Per Claim 500 Bodily Injury Liability & Property Damage Liability Combined (this deductible also applies to Personal and Advertising Injury Liability.) Deductible also applies to Supplementary Payments - Coverages A and B; Defense Expenses Coverages A and B (form CGL 0002 only) No OCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY: 9011 Chato Ct Summerville SC 29483 PREMIUM ADVANCED PREMIUM RATE: Pr/Co St/Terr Code Classification Prem. Basis Prem. Ops. Pr/Co All Other SC 001 99793 Truckers 21.29 532 25,000 Incl \$ Incl \$ 44444 Waiver of Transfer of Rights of Recovery 0 Against Others to Us - (Fully Earned) Audit period is Annual Unless Otherwise Stated MP **Total Advance Premium \$** 750 TRIA Coverage \$ 0 Minimum Premium for This Coverage Part \$ 750 FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy): Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue: See Attached Schedule of Forms, CIL 15 00B 02 02 Inclusion of Date Optional THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE

NAME OF THIS INSURED AND THE POLICY PERIOD

CGL 1500 0407 Page 1 of 1

COMMERCIAL GENERAL LIABILITY
CG 00 01 04 13

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I - COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments -- Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer:
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured: or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical. hvdraulic mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor:
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war:
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

I. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "productscompleted operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **!!!** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

I. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - **b.** This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit":
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- 2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - **c.** Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

- 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- **b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner:
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I Coverage A Bodily Injury And Property Damage Liability.
 - (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - **(b)** The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

 a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- **c.** We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- **b.** Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

- However, "auto" does not include "mobile equipment".
- "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - **c.** All other parts of the world if the injury or damage arises out of:
 - Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

- "Employee" includes a "leased worker"."Employee" does not include a "temporary worker".
- "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - **b.** You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

- 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- **11.**"Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto":
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- **12.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - **b.** Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads:
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - **b.** Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- **16.** "Products-completed operations hazard":
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- **b.** Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or shortterm workload conditions.
- 20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

COMMERCIAL GENERAL LIABILITY
CG 21 07 05 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – LIMITED BODILY INJURY EXCEPTION NOT INCLUDED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

 Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. Exclusions of Section I Coverage B Personal And Advertising Injury Liability:
 - 2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employmentrelated practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

COMMERCIAL GENERAL LIABILITY CG 21 65 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

f. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
 - (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

COMMERCIAL GENERAL LIABILITY
CG 21 76 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

- B. The following definition is added:
 - "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - 1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

COMMERCIAL GENERAL LIABILITY
CG 21 84 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

- The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- 2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.
- B. The following definitions are added:
 - For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

- 2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COMMERCIAL GENERAL LIABILITY CG 21 96 03 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silicarelated dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2.,
 Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silicarelated dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:
 - 1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 - 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Any person or organization for whom you are required to waive your right of recovery on this Coverage Part under a written contract or agreement

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CGL 0300 0315

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE - LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount and Basis of Deductible					
	PER CLAIM or	PER OCCURRENCE				
Bodily Injury Liability and Personal and Advertising Injury Liability	\$	\$				
OR						
Property Damage Liability and Personal and Advertising Injury Liability	\$	\$				
OR						
Bodily Injury Liability and/or Property Damage Liability combined and Personal and Advertising Injury Liability	\$ 500	\$				
APPLICATION OF ENDORSEMENT						

Enter	below any	limitations	on the	e applic	ation o	f this	endo	rsement.	If no	limitation is	s ente	red, the de
ductible	les apply to	damages	for all	"bodily	injuгу",	"ргој	perty	damage",	, and	"persona	l and	advertising
injury"	however ca	aused:										

Α.	Our obligation under the Bodily Injury Liability and Property Damage Liability and Personal and
	Advertising Injury Liability Coverages to pay damages on your behalf applies only to the amount of
	damages in excess of any deductible amounts stated in the Schedule above as applicable to such
	coverages.

- **B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
 - 1. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a. To all payments made under Supplementary Payments— Coverages A and B if scheduled on the Commercial General Liability Coverage Part Declarations; and
 - b. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury" and under Personal and Advertising Injury Liability Coverage, to all damages sustained by any one person because of "personal and advertising injury"; or
 - c. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage" and under and Personal and Advertising Injury Liability Coverage, to all damages sustained by any one person because of "personal and advertising injury"; or

CGL 0300 0315 Page 1 of 2

CGL 0300 0315

- d. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined; and
 - (4) Under Personal and Advertising Injury Liability Coverage, to all damages sustained by any one person because of "personal and advertising injury",

as the result of any one "occurrence" or offense.

If damages are claimed for care, loss of services or death resulting at any time from bodily injury, a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage" and "personal and advertising injury liability", person includes an organization.

- **2.** PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
 - a. To all payments made under Supplementary Payments Coverages A and B if scheduled on the Commercial General Liability Coverage Part Declarations; and
 - Under Bodily Injury Liability Coverage, to all damages because of "bodily injury" and under Personal and Advertising Injury Liability Coverage, to all damages because of "personal and advertising injury"; or
 - c. Under Property Damage Liability Coverage, to all damages because of "property damage" and under Personal and Advertising Injury Liability Coverage, to all damages because of "personal and advertising injury"; or
 - **d.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury"; or
 - (2) Property damage"; or
 - (3) "Bodily injury" and "property damage" combined; and
 - (4) Under Personal and Advertising Injury Liability Coverage, to all damages because of "personal and advertising injury",

as the result of any one "occurrence" or offense, regardless of the number of persons or organizations who sustain damages because of that "occurrence" or offense.

- **C.** The terms of this insurance, including those with respect to:
 - 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
 - **2.** Your duties in the event of an "occurrence", offense, claim, or "suit" apply irrespective of the application of the deductible amount.
- D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

All other terms and conditions of this policy remain unchanged.

CGL 0300 0315 Page 2 of 2

CGL 1605 0316

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OR CONNECTION OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to Section I - Coverages, Coverage A - Bodily Injury and Property Damage Liability, paragraph 2., Exclusions, and to Section I - Coverages, Coverage B - Personal and Advertising Injury Liability, paragraph 2., Exclusions.

This insurance does not apply to:

Installation Operations

"Bodily injury", "property damage" or "personal and advertising injury" arising out of or resulting from any installation or connection of any appliance including but not limited to disposals, refrigerators, ranges, garage door openers, televisions or television antennas, washing machines, telephones, hot water heaters, satellite dishes, dishwashers, or other appliance.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury" involved that which is described above.

We shall have no duty to defend or indemnify any claim, "suit", action, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding seeking damage, equitable relief, or administrative relief where:

- (1) Any actual or alleged injury arises out of any combination of any appliance installation or connection operations related cause and any non-installation or connection operations related cause; or
- (2) Any actual or alleged injury arises out of a chain of events which includes any appliance installation or connection operations regardless of whether the appliance installation or connection operations are the initial precipitating event or a substantial cause of injury; or
- (3) Any actual or alleged injury arises out of any appliance installation or connection operations as a concurrent cause of injury regardless of whether the appliance installation or connection operation is the proximate cause of injury.

CGL 1632 0220

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION – PRODUCTS-COMPLETED OPERATIONS HAZARD - WORKS OF ART

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following paragraph is added to Section III - Limits Of Insurance.

Works of Art - Products-Completed Operations Sublimit

Subject to the Products-Completed Operations Aggregate Limit, the most we will pay per "occurrence" under Coverage A for "property damage" within the "products-completed operations hazard" arising out of the movement, installation, or handling of works of art is \$10,000.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL EXCLUSIONS AND LIMITATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. In consideration of the premium charged this policy has been issued subject to the following exclusions being added to Coverages A & B:

This insurance does not apply to:

1. Asbestos or Lead

"Bodily injury", "property damage", or "personal and advertising injury" arising out of or resulting from the disposal, existence, handling, ingestion, inhalation, removal, sale, storage, transportation or use of:

- a. Asbestos or any material containing asbestos; or
- b. Lead, lead based paint, lead compounds or any material containing lead.

2. Athletic or Sports Participants, Spectators or Officials

"Bodily injury" to any person while practicing for, promoting, participating in, watching or officiating at:

- a. Any sports or athletic contest; or
- b. Any athletic endeavor; or
- c. Any sports or athletic exhibition.

3. Communicable Disease or Diseases

"Bodily injury" or "personal and advertising injury" arising directly or indirectly out of or resulting from the transmission or alleged transmission of any communicable disease including but not limited to any sexually transmitted disease or any other disease transmitted by bodily fluids or excretions.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- **a.** Supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease; or
- **b.** Testing for a communicable disease; or
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

4. Criminal Acts

- a. "Bodily injury" or "property damage" arising directly or indirectly out of or resulting from a criminal act committed by any insured, including any additional insureds or
- b. "Bodily injury" or "property damage" arising directly or indirectly out of or resulting from a criminal act at the direction of any insured, including any additional insureds.

5. Punitive, Exemplary, Treble Damages or Multipliers of Attorneys' Fees

Claims or demands for payment of punitive, exemplary or treble damages whether arising from the acts of any insured or by anyone else for whom or which any insured or additional insured is legally liable; including any multiplier of attorney's fees statutorily awarded to the prevailing party.

6. Mold, Fungi, Virus, Bacteria, Air Quality, Contaminants, Minerals or Other Harmful Materials

- a. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, caused by, or contributed to in any way by the existence, growth, spread, dispersal, release, or escape of any mold, fungi, lichen, virus, bacteria, algae or other growing organism that has toxic, hazardous, noxious, pathogenic, irritating or allergen qualities or characteristics. This exclusion applies to all such claims or causes of action, including allegations that any insured caused or contributed to conditions that encouraged the growth, depositing or establishment of such colonies of mold, lichen, fungi, virus, bacteria, algae or other living or dead organism; or
- b. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, caused by, or alleged to be contributed to in any way by the presence of any toxic, hazardous, noxious, irritating, pathogenic or allergen substances in indoor air, even for a very brief period of time, regardless of cause; or
- c. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, caused by, or alleged to be contributed to in any way by any insured's use, sale, installation or removal of any substance, material, or other product that is either alleged or deemed to be hazardous, toxic, irritating, pathogenic or noxious in any way, or contributes in any way to an allergic reaction; or
- **d.** "Bodily injury", "property damage", or "personal and advertising injury" arising out of, caused by, or alleged to be contributed to in any way by toxic or hazardous properties of minerals or other substances.

7. Work or Premises Specifically Insured Elsewhere

Claims, demands, requests for defense, payment, or any other cost arising out of, caused by, or occurring at premises or "your work" covered under any insurance purchased by you or others on your behalf specifically for that premises or project under a Consolidated Insurance Program (CIP), Owner Controlled Insurance Program (OCIP), Contractor Controlled Insurance Program (CCIP), Wrap-Up or similar insurance program.

8. Failure To Complete "Your Work"

"Bodily injury", or "property damage" arising directly or indirectly out of, caused by, resulting from, or alleged to be related to any insured's failure to complete "your work".

9. Loss, Cost or Damages Prior To Tendered Claim

Any claim, loss, cost or damages that are projected, estimated, or otherwise assessed or adjudicated to be likely before such claims are actually made against the insured by the claimant, or their representatives, actually suffering the alleged "bodily injury" or "property damage".

10. Insured versus insured

Any claim for damages by any insured that qualifies as an insured in paragraph 1. of Section II – Who Is An Insured against any other insured that qualifies as an insured in paragraph 1. of Section II – Who Is An Insured arising directly or indirectly out of "bodily injury", "property damage" or "personal and advertising injury" sustained by any such insured.

B. In consideration of the premium charged this policy has been issued subject to the following changes to item 2. Exclusions in Coverage C:

Exclusion 2. a., Any Insured is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

C. It is agreed that the following exclusions from Section I Coverages are changed as shown below:

1. Liquor Liability

Exclusion c., Liquor Liability of Section I Coverages, Coverage A 2. Exclusions, is deleted and entirely replaced with the following:

c. Liquor Liability

- 1. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:
 - a. Causing or contributing to the intoxication of any person; or
 - **b.** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
- 2. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:
 - a. The Supervision, hiring, employment, training or monitoring of others by that insured; or
 - **b.** Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
 - c. Failing to protect or safeguard any person;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph 1.a., b. or c. above.

- 3. This exclusion applies only if you:
 - Are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages;
 or
 - b. Otherwise provide or permit a person to bring alcoholic beverages on your premises for consumption on your premises, or make available alcoholic beverages as a regular part of your business or operations otherwise covered by this policy.

2. Infringement Of Copyright, Patent, Trademark or Trade Secret

Exclusion i., Infringement of Copyright, Patent, Trademark or Trade Secret, of Section I Coverages, Coverage B. 2. Exclusions, is deleted and entirely replaced with the following:

Infringement Of Copyright, Patent, Trademark or Trade Secret

Claims arising out of the infringement of copyright, patent, trademark, trade name, trade dress, trade secret or other intellectual property rights.

D. It is agreed that SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is changed as follows:

1. Item 4., Other Insurance is deleted and entirely replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

- a. This insurance is excess over any other insurance whether the other insurance is stated to be primary, pro rata, contributory, excess, contingent, umbrella, or on any other basis; unless the other insurance is issued to the named insured shown in the Declarations of this Coverage Part and is written explicitly to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.
- b. When this insurance is excess, we will have no duty under Coverage A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- **c.** When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

2. Item 5., Premium Audit is deleted and entirely replaced by the following:

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- **d.** Any premium to be returned under b. above is subject to the minimum premium shown in the Declarations page as applicable to this Coverage Part.
- 3. Item 9., When We Do Not Renew is deleted in its entirety and is not replaced.

E. It is agreed that the following changes are made to SECTION V – DEFINITIONS:

The following definitions are deleted and entirely replaced:

- 1. Item 5., "Employee" is deleted in its entirety and replaced by the following:
 - 5. "Employee" includes a "leased worker", a "temporary worker" and a "volunteer worker".
- 2. Item 9., "Insured contract" is deleted in its entirety and replaced by the following:
 - 9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - **d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Paragraph f. does not include that part of any contract or agreement:
 - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
 - (4) That indemnifies another for the sole negligence of such other person or organization.

3. Item 13., "Occurrence" is deleted in its entirety and replaced with the following:

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All "bodily injury" or "property damage" arising out of an "occurrence" or series of related "occurrences" is deemed to take place at the time of the first such damage or injury even though the nature and extent of such damage or injury may change; and even though the damage may be continuous, progressive, cumulative, changing or evolving; and even though the "occurrence" causing such "bodily injury" or "property damage" may be continuous or repeated exposure to substantially the same general harmful conditions.

4. Item 14., "Personal and advertising injury" is deleted in its entirety and replaced with the following:

- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from or the wrongful entry into or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that such wrongful eviction, wrongful entry or invasion of the right of private occupancy was committed by or on behalf of the room's, dwelling's or premises' owner, landlord or lessor.
 - **d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.

5. Item 17. "Property Damage" is deleted in its entirety and replaced with the following.

- 17. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - **b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

For the purposes of this insurance, "property damage" is not physical injury to tangible property, any resultant loss of use of tangible property, nor loss of use of tangible property that is not physically injured that arises out of failure to complete or abandonment of "your work".

6. Item 20. "Volunteer worker" is deleted in its entirety and replaced with the following:

20. "Volunteer worker" means a person who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

CGL 1702 11/00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTION OVER EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that the following change is made to Coverage A. 2. Exclusions:

Exclusion e. Employer's Liability is deleted in its entirety and replaced with the following:

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the named insured arising out of and in the course of:
 - (a) Employment by the named insured; or
 - (b) Performing duties related to the conduct of the named insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the named insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

CGL 1702 11/00 Page 1 of 1

CGL 1711b 1217

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLASSIFICATION LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following is added to Section I – Coverages, Coverage **A** – Bodily Injury and Property Damage Liability, paragraph 1., Insuring Agreement, sub - paragraph **b**.

The "bodily injury" or "property damage" coverage under this insurance is strictly limited to the classification(s), and code(s), listed on the Commercial General Liability Coverage Declarations page and its endorsements or supplements.

B. The following is added to Section I – Coverages, Coverage B – Personal and Advertising Injury Liability, paragraph 1., Insuring Agreement, sub-paragraph b.

The "personal and advertising injury" coverage under this insurance is strictly limited to the classification(s), and code(s), listed on the Commercial General Liability Coverage Declarations page and its endorsements or supplements.

Coverage for "bodily injury", "property damage", "personal and advertising injury" or medical payments is provided only for operations that are included within the classification codes shown on the Commercial General Liability Declarations, its endorsements or supplements. However, no coverage is provided for any operations that are included within the classification code **49950**.

This limitation does not apply to "bodily injury", "property damage", "personal and advertising injury" or medical expenses resulting from necessary and incidental operations that are directly related to the operations shown on the Commercial General Liability Coverage Declarations, its endorsements or supplements.

C. Paragraph 3. of Section II – Who is an Insured, is deleted in its entirety and is not replaced.

All other terms and conditions of this policy remain unchanged.

CGL 1711b 1217 Page 1 of 1

CGL 1723 0820

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DOGS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability, paragraph 2. Exclusions and Coverage B – Personal and Advertising Injury, paragraph 2. Exclusions:

This insurance does not apply to:

Dogs

"Bodily injury", "property damage" or "personal and advertising injury" arising out of or alleged to arise out of the ownership, existence, maintenance, presence, training, lease, loan, entrustment or use of dogs for which you are legally responsible.

CGL 1728 0316

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION – CONTRACTUAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM SPECIAL EXCLUSIONS AND LIMITATIONS ENDORSEMENT, CGL 1701, CGL 1701a, CGL 1701AR

- A. Special Exclusions and Limitations Endorsement, paragraph E., sub-paragraph 2., "Insured Contract" is deleted in its entirety and not replaced.
- **B.** CG 0001, Commercial General Liability Coverage Form, Section V Definitions, paragraph 9., "Insured contract", is deleted in its entirety and replaced with the following.
 - 9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - **c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - **d.** An obligation, as required by ordinance to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement.

CGL 1793 1019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AIRCRAFT, AUTO OR WATERCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I – Coverages, Coverage A - Bodily Injury or Property Damage Liability, paragraph 2., Exclusions, subparagraph g., Aircraft, Auto or Watercraft, is deleted in its entirety and replaced with the following sub-paragraph.

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

- (1) "Bodily injury" or "property damage" arising out of:
 - (a) Ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft; or
 - (b) Liability of any insured for the acts of another, whether or not statutorily imposed, that arise from the actions of any entity's use of an aircraft, "auto" or watercraft.

Use includes operation and "loading or unloading".

- (2) This exclusion applies even if the claim alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any insured, or any other entity working on behalf of any insured if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft.
- (3) This exclusion does not apply to:
 - (a) A watercraft while ashore on premises you own or rent; or
 - (b) "Bodily injury" or "property damage" arising out of:
 - i. The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - ii. The operation of any of the machinery or equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment".

CIL 0249 0719

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOUTH CAROLINA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMERCIAL INLAND MARINE COVERAGE PART

COMMERICAL PROPERTY COVERAGE PART

CONTRACTORS POLLUTION LIABILITY COVERAGE FORM

CRIME AND FIDELITY COVERAGE PART

EMPLOYEMENT-RELATED PRACTICES LIABILITY COVERAGE PART

ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM

ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM

EQUIPMENT BREAKDOWN COVERAGE PART

FARM COVERAGE PART

LIQUOR LIABILITY COVERAGE PART

MEDICAL PROFESSIONAL LIABILITY COVERAGE PART

POLLUTION LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the Cancellation Common Policy Conditions are replaced by the following:

- 2. We may cancel this policy by mailing or delivering to the first Named Insured and the agent, if any, written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- 3. We will mail or deliver our notice to the first Named Insured's and agent's last known addresses.

B. The following is added to the Cancellation Common Policy Condition:

7. Cancellation of Policies in Effect for 120 Days or More

If this policy has been in effect for 120 days or more, or is a renewal or continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy;
- c. Substantial change in the risk assumed, except to the extent that:
 - (1) We had notice of the risk within the first 120 days of the policy period and this is not a renewal or continuation of a policy we issued; or
 - (2) We should reasonably have foreseen the change or contemplated the risk in writing the policy;
- d. Substantial breaches of contractual duties, conditions or warranties; or
- e. Loss of our reinsurance covering all or a significant portion of the particular policy insured, or where continuation of the policy would imperil our solvency or place us in violation of the insurance laws of South Carolina.

Prior to cancellation for reasons permitted in this Item e., we will notify the Commissioner, in writing, at least 60 days prior to such cancellation and the Commissioner will, within 30 days of such notification, approve or disapprove such action.

Any notice of cancellation will state the precise reason for the cancellation.

CIL 0249 0719

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

- 1. We will not refuse to renew a policy issued for a term of more than one year, until expiration of its full term, if anniversary renewal has been guaranteed by additional premium consideration.
- 2. If we decide not to renew this policy, we will:
 - a. Mail or deliver written notice of nonrenewal to the first Named Insured and agent, if any, before:
 - (1) The expiration date of this policy, if the policy is written for a term of one year or less; or
 - (2) An anniversary date of this policy, if the policy is written for a term of more than one year or for an indefinite term; and
 - b. Provide at least:
 - (1) 60 days' notice of nonrenewal, when nonrenewal is to become effective between November 1 and May 31; or
 - (2) 90 days' notice of nonrenewal, when the nonrenewal is to become effective between June 1 and October 31.
- 3. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's and agent's last known addresses. If notice is mailed, proof of mailing will be sufficient proof of notice.
- 4. Any notice of nonrenewal will state the precise reason for nonrenewal.

IL 00 21 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- 1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazard-ous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured": or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
- 2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.